


connection arrangements, and should require that CMRS providers be treated no less favorably than neighboring LECs or CAPs when long distance traffic is routed through a LEC access tandem.

Respectfully submitted,

AMERICAN PERSONAL COMMUNICATIONS,
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March 4, 1996

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of March, 1996, I caused copies of the foregoing "Comments of American Personal Communications" to be hand-delivered to the following:

Janice Myles
Common Carrier Bureau
Federal Communications Commission
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Room 544
Washington, D.C. 20554

International Transcription Services, Inc.
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Washington, D.C. 20037

Robin B. Walker
Robin B. Walker

APPENDIX 1

TYPE 1 AND/OR TYPE 2
INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT

FOR
COMMERCIAL MOBILE SERVICE CARRIERS
BETWEEN

BELL ATLANTIC - MARYLAND, INC.

AND

AMERICAN PERSONAL COMMUNICATIONS, INC.

L.P.
INC.

PH
mg *2/6/95*

TABLE OF CONTENTS

	<u>PAGE NO.</u>
I. PARTICULAR CONDITIONS	2.
1. TERM	3.
2. DEFINITIONS	3.
3. INTERCHANGE OF TRAFFIC	9.
4. TYPES OF INTERCONNECTION ARRANGEMENTS AND OTHER FACILITIES	10.
5. NETWORK SPECIFICATIONS	12.
6. EQUIPMENT SPACE AND POWER	13.
7. TEST LINES	13.
8. PROVISION OF FACILITIES	13.
9. NXX CODE	14.
10. NETWORK CHANGES, MODIFICATIONS AND DESIGN	15.
11. CHARGES FOR FACILITIES AND INTERCONNECTION ARRANGEMENTS	16.
12. SUBSCRIBER CHARGES	27.
13. AMENDMENTS TO TARIFF RATES/STRUCTURES	27.
14. BILLING AND COLLECTION	27.
15A. CREDIT ALLOWANCES	29.
15B. LIMITATION OF LIABILITY	30.
16. COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES	30.
17. PROVISION OF INFORMATION	31.
II. GENERAL CONDITIONS	32.
1. ASSIGNMENT	32.
2. CAPTIONS	33.
3. CHOICE OF LAW	33.
4. CONTINGENCY	33.
5. ENFORCEMENT	34.
6. GIFTS AND GRATUITIES	34.
7. LIABILITY	34.
8. MODIFICATION	36.
9. NOTICES	38.
10. NO WAIVER	38.
11. PROTECTION	38.
12. SEVERABILITY	40.
13. PROPRIETARY INFORMATION	41.
14. REGULATORY, JUDICIAL OR OTHER GOVERNMENTAL ACTION	41.
15. SUBSEQUENT AGREEMENT WITH OTHER CARRIERS	41.
16. ENTIRE AGREEMENT	41.

TYPE 1 AND/OR TYPE 2 INTERCONNECTION AND TRAFFIC
INTERCHANGE AGREEMENT FOR COMMERCIAL MOBILE SERVICE CARRIERS

AGREEMENT (hereinafter "Agreement") by and between Bell Atlantic - Maryland, Inc. (hereinafter "Company") a Maryland Corporation, and wholly owned subsidiary of Bell Atlantic Corporation; and American Personal Communications, L.P. (hereinafter "Carrier") a Delaware Corporation, having its principal office at One Democracy Center 6901 Rockledge Drive, Suite 600, Bethesda, MD; and

WHEREAS, Company is a duly authorized common carrier engaged in providing telecommunications service and other services in the State of Maryland; and

WHEREAS, Carrier is a duly authorized Commercial Mobile Service carrier engaged in providing radio telecommunications services and other services in the State of Maryland; and

WHEREAS, Company and Carrier recognize that Commercial Mobile Service interconnection arrangements should minimize unnecessary duplication of switching facilities and thus promote efficiency in interconnection of Company's and Carrier's networks; and

WHEREAS, Company and Carrier have agreed to connect their facilities and interchange traffic for the provision of through communications service as provided herein:

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings set forth herein, the Company and Carrier agree as follows:

I. PARTICULAR CONDITIONS

1. TERM

This Agreement shall commence on July 10, 1995, the date of full execution of this contract, and shall continue in effect:

- (A) Until superseded by another Type 1 and/or Type 2 interconnection and traffic interchange agreement executed by and between the parties hereto, or
- (B) For a minimum period of six months and thereafter until terminated by ninety (90) days prior written notice from either party to the other, or
- (C) Except as otherwise provided in this Agreement, whichever event first occurs.

2. DEFINITIONS

For the purposes of this Agreement and as used herein, the following terms shall be defined as follows:

- (A) Carrier's System - The radio communications system of the Carrier used to furnish Commercial Mobile Radio Services.

- (B) Charges

- 1) Company Connecting Circuit Nonrecurring Charge -
The charge applied once per installation of each

Company Connecting Circuit.

- 2) Information Surcharge - A surcharge prescribed by the FCC that is associated with switched services.
- 3) Intercept - The charge for the termination of calls at Company's operator or recording advising the caller that a call, as dialed, cannot be completed, and if possible, providing the correct number.
- 4) Line Termination - The charge for the termination of end user lines at Company's end offices.
- 5) Local Switching - The charge for the switching of traffic at Company's end office switches.
- 6) Local Transport (Intrastate) - The charge for the transmission of traffic between Carrier's Point of Interconnection ("POI") and Company's end office switches.
- 7) NXX Code Nonrecurring Charge - The charge for changing a rate center designation associated with a NXX code when requested by Carrier.
- 8) Switched Transport (Interstate) - The charges for transmission of traffic between Carrier's POI and Company's end office switches that includes

Entrance Facilities, Interconnection Charge, and, when applicable, Direct Trunk Transport, Tandem Switched Transport and/or Optional Features. The definitions for Entrance Facilities, Interconnection Charge, and, when applicable, Direct Trunk Transport, Tandem Switched Transport and/or Optional Features are as now or may hereafter be specified in Bell Atlantic Tariff FCC No. 1 for Switched Access, which tariff is rate referenced in this Agreement.

- (C) Commercial Mobile Service - Any mobile service that is provided for profit and makes interconnected service available (i) to the public, or (ii) to such classes of eligible users as to be effectively available to a substantial portion of the public, and as same may now or hereafter be specified by regulation by the F.C.C., and as may be defined in its regulations and rules.
- (D) Commercial Mobile Service Carrier - A provider of commercial mobile service.
- (E) Company Connecting Circuit - The facility provided by Company to extend Company's system to a POI for the purpose of interchanging traffic.
- (F) Company's Central Office - The switching system where

telephone subscriber loops are terminated for purposes of interconnection to each other and to trunks.

- (G) Company's End Office - The switching system where telephone subscriber loops are terminated for purposes of interconnection to trunks.
- (H) Company's System - The public switched communications network owned and operated by Company within Company's franchised territory.
- (I) Company's Tandem Office - A Company-designated switching system where connection and distribution functions are performed and where trunking entities are terminated for purposes of interconnection with other trunking entities.
- (J) Corridor Service - The term "Corridor Service" applies to the exceptions to the Modified Final Judgement Decree that allow Company to provide interstate interLATA services in certain designated areas.
- (K) Interexchange Carrier ("IXC") - Common Carrier authorized by the Federal Communications Commission ("FCC") and/or state regulatory agencies to carry traffic across Local Access and Transport Area ("LATA") boundaries (and in some cases authorized by state regulatory agencies to carry traffic within LATA boundaries).

- (L) Local Access and Transport Area ("LATA") - A geographic area established for the provision and administration of telecommunications service. It encompasses one or more designated exchange(s) which are grouped to serve common social, economic, and other purposes.
- (M) Local Calling Area - A geographical area, as defined in Company's Local and/or General Exchange Service tariff(s), in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring toll charges.
- (N) Meet Point - The point on the boundary between exchange telephone companies' territories used to divide the ordering, rating, and billing of services on a proportional basis, so that each telephone company involved bills under its respective tariff and/or Agreement.
- (O) Minutes of Use ("MOUs") - The time in minutes during which Company's facilities are used to provide service to Carrier. For billing purposes, usage shall be measured in minutes or fractions thereof. The exact value of fraction will depend on the switch technology where the measurement is made. Fractions will be accumulated over the billing period for each Company End Office and will be rounded up to the nearest minute for each Company End Office. For mobile to land calls, usage measurement

begins when the called party answers. The measurement of mobile to land call usage ends when either the called party or customer point of interconnection has disconnected.

- (P) Multiple Exchange Carrier Access Billing Guidelines ("MECAB") and Multiple Exchange Carrier Ordering and Design Guidelines ("MECOD") - Guidelines developed by the Ordering and Billing Forum, published by Bell Communications Research, Inc. ("Bellcore") and accepted by the FCC, which govern billing for Interexchange Carrier (IXC) traffic.
- (Q) NPA - Three digit area code administered under the North American Numbering Plan.
- (R) NXX - Three digit central office code administered under the North American Numbering Plan.
- (S) Point of Interconnection ("POI") - The physical location, unless otherwise agreed to by Company and Carrier as stated below, within the LATA of Carrier's RSA where Company Connecting Circuits interconnect with the Carrier's facilities. Alternatively, Company and Carrier may agree to the establishment of virtual POI(s) for Type 2 NXX codes within the same NPA and LATA in which there is an already established physical POI. Additional codes will be made available for virtual POIs in accordance

with Article 10 (NXX code) of this Agreement. Company traffic associated with a virtual POI must be combined or handled separately to an already existing physical POI located in the same LATA and NPA.

- (T) Reliable Service Area ("RSA") - A geographic serving area(s) of a Commercial Mobile Carrier's base station(s) as defined and authorized by the Federal Communications Commission ("FCC").
- (U) System Turnup Date - Date at which billing will commence for provision of Company Connecting Circuits.
- (V) Test Date - A mutually agreed upon date upon which Carrier can begin testing of facilities provided pursuant to this Agreement.
- (W) Vertical and Horizontal Coordinates Method ("V & H") - Method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.
- (X) Virtual "POI" - The effective location designated by the Carrier within its RSA for the purpose of determining rate center assignment associated with an NXX code(s).

3. INTERCHANGE OF TRAFFIC

For the mutual benefit of Carrier and Company, Company and

Carrier will physically interconnect their facilities and interchange traffic in accordance with the terms and conditions of this Agreement.

4. TYPES OF INTERCONNECTION ARRANGEMENTS AND OTHER FACILITIES

(A) INTERCONNECTION ARRANGEMENTS

Company will provide to Carrier, upon written request those facilities and arrangements described herein that are necessary to establish the physical connection and interchange of traffic provided for in this Agreement. These facilities and arrangements apply to the interchange of traffic between Company's System and the POI(s) serving Carrier's System.

Specific requests for facilities or services not in place and available for service at the time of the request may be accommodated by Company on a Special Construction or Individual Case Basis pursuant to Company's tariffs.

(B) TYPES OF INTERCONNECTIONS

Carrier may interconnect to Company's network using two methods. These are known as Type 1 and Type 2 interconnections.

Type 1 Interconnection

Interface is at the POI between Carrier's System and Company's Central Office. Through this interface Carrier can establish connections to Company's Central Offices and to other carriers. The rate center for Type 1 interconnection will be the same as that associated with the Company's central office.

Type 2 Interconnections

There are two kinds of Type 2 Interconnections:

Type 2A - With a Type 2A Interconnection, Company Connecting Circuits interconnect the Carrier's POI to Company's Tandem Office(s), permitting Carrier access to other Company Central Offices subtending those Tandem Offices, other exchange Carriers and IXC(s) served from those Tandem Offices.

Type 2B - With a Type 2B Interconnection, Company Connecting Circuits interconnect the Carrier's POI to a specific Company Central Office. Through this interface Carrier can establish connections to only those telephone numbers served by that Company Central Office. This type of interface may be used in conjunction with a Type 2A interconnection to serve high volume traffic between the Carrier and a specific Company Central Office.

Any Carrier desiring Type 2B trunks must order at least

six (6) such trunks in its first order.

(C) OTHER FACILITIES

Upon request, Company will provide, by tariff or as otherwise authorized, other facilities that Carrier may require for the operation of its system.

5. NETWORK SPECIFICATIONS

The design, installation, operation and maintenance of all circuits, equipment and other facilities of Carrier and Company which are used in handling interchanged traffic under this Agreement ("Network Specifications") shall be governed in accordance with prescribed standards, currently as issued by Bellcore, in effect on the Commencement Date of this Agreement. Applicable technical references include the following:

TR-NPL-000145 (Compatibility Information),

TR-EOP-000352 (Cellular Mobile Transmission Plans), and

TR-NPL-000275 (Notes on the BOC IntraLATA Networks).

In the event that, subsequent to the Commencement Date of the Agreement, these technical references, or any portion thereof, are rescinded, deleted, amended, modified or supplemented, or new or revised technical specifications are issued by Bellcore relating to the network specifications provided for herein, then these amended or new or revised technical specifications shall become applicable for the purpose of this Agreement following review and written concurrence by both Company and

Carrier.

6. EQUIPMENT SPACE AND POWER

Carrier shall furnish or arrange to have furnished to Company, at no charge, equipment space and electrical power as required by Company at Carrier's location(s) in order to provide facilities and services under this Agreement. The selection of AC or DC power shall be mutually agreed to by Carrier and Company.

Carrier shall provide protection for Company-supplied equipment or materials, including but not limited to protective enclosures and devices, all as required by Company at Carrier's location(s). Carrier shall be required to maintain the provided protection and shall make all necessary repairs to said protection within 48 hours after notice by Company. Carrier shall make all necessary arrangements so that Company and its agents will have access to such equipment, fixtures, space or buildings for installing, inspecting, testing, repairing or removing its facilities.

7. TEST LINES

Carrier will assign three or seven digit test line numbers in accordance with Company's standard numbering arrangements. Company will provide Carrier with preferred number assignments for 100-type test lines (balance/quiet), 102-type test lines (milliwatt), and 105-type test lines (automatic transmission measuring).

8. PROVISION OF FACILITIES

Company shall make reasonable efforts to provide the facilities requested by Carrier, within intervals established in Company's Schedule of Standard Interval Guide or as soon as practicable there after but in no event longer than six (6) months after Carrier's written request. If Company is unable to provide any of the above facilities by the Test Date, or if outages should occur caused by the negligence or willful act of the Company subsequent to the System Turn Up Date, Company's liability shall be limited as provided for in General Conditions provision Article 7 entitled LIABILITY and in Particular Conditions provision Article 17A entitled CREDIT ALLOWANCES.

9. NXX CODE

Carrier will initially be assigned one dedicated NXX code per NPA per LATA for the sole purpose of providing Carrier's Service using Type 2 interconnections. Carrier will be assigned telephone numbers in an initial block of one hundred (100) numbers for each Type 1 interconnection. Additional incremental blocks of one hundred (100) numbers for a Type 1 interconnection will be provided upon the request of the Carrier. Type 2 NXX Code(s), POI information, the number of facilities provided by Company to Carrier and rate center that the NXX code(s) is associated with are listed in Attachment II. Carrier shall abide by all code conservation policies of the North American Numbering Plan.

When an NPA split or any other changes in use of numbers is required, Carrier will contribute in the formulation of a plan to deal with such change, and will be treated under such plan no less favorably than Company or an independent telephone company.

At Company's request, Carrier will provide a written forecast of NXX code or number block usage once a year, or more often if Company reasonably requests, for Company's use in planning for its North American Numbering Plan administration function. All such forecasts will be considered proprietary and will be covered under the nondisclosure agreement.

10. NETWORK CHANGES, MODIFICATIONS, AND DESIGN

- A. By Company. Company shall have the right to make changes in the arrangements provided for in this Agreement or any change in its operations that would affect Carrier's operations or services where the facilities, arrangements, apparatus, equipment or any other items furnished by Company to Carrier are installed under this Agreement; provided, however, Company shall give written notice to Carrier ninety (90) days in advance of any such changes, in accord with Section II.9, except in cases of an emergency, advising when such changes are to be made. All such changes shall be coordinated with Carrier. Where such changes are made solely for Company's purposes, substitute equipment or facilities shall be

provided to Carrier by Company at no additional charge. In addition, if such change(s) affect a change in the local calling area associated with Carrier's designated rate center(s) Carrier may request a change in rate center designation at no additional charge.

- B. By Carrier. Where Carrier proposes to make any changes in the arrangements provided for in this Agreement or any change in its operations or services which would affect Company's operations or services, Carrier shall give written notice to Company ninety (90) days in advance of any such changes, in accord with Section II.9, except in cases of an emergency, advising the date when such changes are proposed. All such changes shall be coordinated with Company.

Carrier shall be solely responsible, at its expense, for the overall design of its services and facilities and for any redesigning or rearrangement of its services and facilities which may be required because of changes in the services, facilities, operations or procedures of Company, as well as changes in minimum network protection criteria, operating or maintenance characteristics of its facilities, or changes necessitated due to external factors.

11. CHARGES FOR FACILITIES AND INTERCONNECTION ARRANGEMENTS

The tariff rate equivalents and other charges for Type 1 and/or Type 2 facilities and interconnection arrangements provided by Company to Carrier pursuant to this Agreement are listed in Attachment III.

The charges for facilities and interconnection arrangements are as follows:

A. Type 2 Non-usage Sensitive Charges

1. A non-recurring charge will be assessed for each Company Connecting Circuit installed by Company.
2. A flat rate surcharge, will be assessed monthly for each Type 2 Company Connecting Circuit used to facilitate originating and/or terminating traffic. The level of this surcharge was set in part to reflect Company's payment to Carrier for terminating land to mobile calls on which Company receives usage sensitive revenue from its customers. This flat surcharge facilitates the administration of this payment. This flat surcharge will not apply to Type 2 Company connecting circuits used solely for independent telephone company traffic.
3. A non-recurring charge will be assessed for each Type 2 NXX code provided by Company for which the

Carrier requests a change of rate center.

B. Type 2 Usage Sensitive Charges

1. Mobile to Land:

Traffic Originated on Carrier's System and
Terminated on Company's System

Company Bills:

Carrier will pay to Company, as terminating compensation, the equivalent of Company's intrastate or interstate Feature Group D terminating access charges (whichever are applicable) for Switched Transport (interstate) and local transport (intrastate), Local Switching, Line Termination, Intercept and Information Surcharge, when applicable, on a MOU basis based on then-current tariff rates of Company.

Interstate Switched Transport, including Entrance Facilities, Interconnection Charge, and, when applicable, Direct Trunk Transport, Tandem Switched Transport and/or Optional Features, will be rated from the V&H coordinates of Carrier's physical POI(s) to the V&H coordinate of the Company's Central Office(s) serving the called party. Intrastate Local Transport will be rated from the V & H coordinates of Carrier's physical

POI(s) to the V & H coordinates of Company's Central Office(s) serving the called party. Should mobile-to-land traffic terminated over Type 2 connecting circuits be less than fifty percent of total traffic, this Agreement will be reviewed and changes in charges/compensation, if any, for local transport facilities, will be renegotiated. For determining the application of Intrastate Feature Group D access rate equivalents, Carrier may elect any reasonable method of determining jurisdiction including, but not limited to, POI or Company tandem location.

All usage will be billed at intrastate Feature Group D rate equivalents unless Carrier reports interstate usage as specified in Particular Conditions provision Article 19 entitled PROVISION OF INFORMATION. Usage reported as interstate will be billed at interstate Feature Group D rate equivalents and will be identified as percent interstate usage (PIU) for billing purposes. Such reporting must be reported to the Company in writing and updated no more frequently than quarterly.

Carrier shall have the option of reporting to

Company, Carrier's mobile-to-land traffic as a percent of its total interstate traffic over Type 2 connecting facilities provided by Company. Such reporting must be made to Company in writing and updated no more frequently than quarterly. Carriers monthly rate(s) for the tariff rate equivalents specified on Attachment III for Entrance Facilities and applicable Multiplexing and Direct Trunked Transport for Type 2 interconnection for each month shall be the sum resulting from multiplying the tariff rate equivalents for the facilities by the percent of interstate usage and the percent of mobile-to-land traffic as provided by Carrier.

2. Land to Mobile

All usage will be billed by Company to the Calling party in accordance with the applicable Local Exchange and Long Distance Services tariffs of Company. For billing purposes, the Company will associate Carrier's assigned NXX code(s) with the rate center that is to be associated with the POI designated by Carrier. Attachment II displays rate center information.

3. Directory Assistance Service

Directory Assistance is offered on Type 1 service.

Directory Assistance Service is also offered on Type 2 service where the Company's Connecting Circuits terminate in a tandem switch appropriately equipped for DA measurement. Company will route traffic to the following primary location to which terminating calls for the NPA 555 Bureau first complete within the LATA for Type 2 service:

<u>Locality/NPA</u>	<u>CLLI</u>	<u>WCV</u>	<u>WCH</u>
<u>Baltimore/301</u>	<u>BLTMMDCH2CD</u>	<u>5511</u>	<u>1574</u>
_____	_____	_____	_____

For purposes of determining Directory Transport mileage, distance will be measured from the V & H coordinates of Carrier's physical POI(s) to the DA location. Access Service Directory Assistance tariff rates referenced in Attachment III will apply for interstate and intrastate services. Carrier reported percent of interstate usage (PIU) will govern interstate/intrastate billing application.